LexisNexis®

1 of 1 DOCUMENT

LEXISNEXIS' CODE OF FEDERAL REGULATIONS
Copyright (c) 2011, by Matthew Bender & Company, a member of the LexisNexis Group. All rights reserved.

*** This section is current through the October 6, 2011 ***
*** Issue of the Federal Register ***

TITLE 34 -- EDUCATION
SUBTITLE B -- REGULATIONS OF THE OFFICES OF THE DEPARTMENT OF EDUCATION
CHAPTER VI -- OFFICE OF POSTSECONDARY EDUCATION, DEPARTMENT OF EDUCATION
PART 668 -- STUDENT ASSISTANCE GENERAL PROVISIONS
SUBPART I -- IMMIGRATION-STATUS CONFIRMATION

Go to the CFR Archive Directory

34 CFR 668.134

§ 668.134 Institutional policies and procedures for requesting documentation and receiving secondary confirmation.

(a) An institution shall establish and use written policies and procedures for requesting proof and securing confirmation of the immigration status of applicants for title IV, HEA student financial assistance who claim to meet the eligibility requirements of § 668.33(a)(2). These policies and procedures must include --

(1) Providing the student a deadline by which to provide the documentation that the student wishes to have considered to support the claim that the student meets the requirements of § 668.33(a)(2);

(2) Providing to the student information concerning the consequences of a failure to provide the documentation by the deadline set by the institution; and

(3) Providing that the institution will not make a determination that the student is not an eligible noncitizen until the institution has provided the student the opportunity to submit the documentation in support of the student's claim of eligibility under § 668.33(a)(2).

(b) An institution shall furnish, in writing, to each student required to undergo secondary confirmation --

(1) A clear explanation of the documentation the student must submit as evidence that the student satisfies the requirements of § 668.33(a)(2); and

(2) A clear explanation of the student's responsibilities with respect to the student's compliance with § 668.33(a)(2), including the deadlines for completing any action required under this subpart and the consequences of failing to complete any required action, as specified in § 668.137.

gibility under § 668.33(a)(2) by relying on the INS response to the Form G-845.

(b) An institution shall make its determination concerning a student's eligibility under § 668.33(a)(2) pending the institution's receipt of an INS response to the institution's Form G-845 request concerning that student, if--

(1) The institution has given the student an opportunity to submit documents to the institution to support the student's claim to be an eligible noncitizen;

(2) The institution possesses sufficient documentation concerning a student's immigration status to make that determination;

(3) At least 15 business days have elapsed from the date that the institution sent the Form G-845 request to the INS;

(4) The institution has no documentation that conflicts with the immigration-status documentation submitted by the student; and

(5) The institution has no reason to believe that the immigration status reported by the applicant is incorrect.

(c) An institution shall establish and use policies and procedures to ensure that, if the institution has disbursed or released Title IV, HEA funds to the student in the award year or employed the student under the Federal Work-Study Program, and the institution determines, in reliance on the INS response to the institution's request for secondary confirmation regarding that student, that the student was in fact not an eligible noncitizen during that award year, the institution provides the student with notice of the institution's determination, an opportunity to contest the institution's determination, and notice of the institution's final determination.

(Authority: 20 U.S.C. 1091, 1094)

§ 668.137 Deadlines for submitting documentation and the consequences of failure to submit documentation.

(a) A student shall submit before a deadline specified by the institution all documentation the student wishes to have considered to support a claim that the student meets the requirements of § 668.33(a)(2). The deadline, set by the institution, must be not less than 30 days from the date the institution receives the student's output document.

(b) If a student fails to submit the documentation by the deadline established in accordance with paragraph (a) of this section, the institution may not disburse to the student, or certify the student as eligible for, any Title IV, HEA program funds for that period of enrollment or award year; employ the student under the Federal Work-Study Program; certify a Federal Stafford or Federal PLUS loan application, or originate a Direct Loan Program loan application for the student for that period of enrollment.

(Authority: 20 U.S.C. 1091, 1094)

§ 668.138 Liability.

(a) A student is liable for any LEAP, FSEOG, Federal Pell Grant, ACG, National SMART Grant, or TEACH Grant payment and for any Federal Stafford, Direct Subsidized, Direct Unsubsidized or Federal Perkins loan made to him or her if the student was ineligible for the Title

© 2011 Thomson Reuters. No Claim to Orig. US Gov. Works.

The A-Number on the FAFSA and the DHS verification number

When the CPS matches with DHS records, a 15-digit verification number is assigned to the student and printed in the "FAA Information" section of the SAR and ISIR. This number is needed for paper secondary confirmation with the DHS (see "Secondary Confirmation") and is reported in box 6 of the G-845S form. **If the student does not provide an A-Number**

citizenship match flags won't appear on the output document. You should follow the usual procedures for resolving any DHS match discrepancies.

If a student leaves the citizenship question blank but provides an A-Number, the CPS will assume the applicant is an eligible noncitizen and will attempt to match the A-Number with DHS records. If the student leaves both the citizenship question and A-Number blank, the CPS won't match with DHS records and will reject the application. The student must submit a correction with the citizenship status and A-Number if he is an eligible noncitizen.

SETTLEMENT AGREEMENT AND RELEASE OF LIABILITY

This Settlement Agreement and Release of Liability (hereinafter referred to as the "Agreement") is made and entered into this February 2, 2010 (hereinafter referred to as the "Effective Date"), by and between Dennis Obado ("Claimant") on the one hand, NCO Financial Systems, Inc., ("NCO") on the other hand.

RECITALS

WHEREAS, Claimant alleged that NCO violated provisions of law, including, but not necessarily limited to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* as set forth and contained within the December 29, 2009 letter from Craig Kimmel, Esq. (hereinafter referred to as the "Alleged Violations");

WHEREAS, NCO denies any liability in any way regarding the dispute with Claimant;

WHEREAS, Claimant and NCO (hereinafter jointly referred to as the "Parties") each believe that settlement by way of this Agreement is in their best interest;

WHEREFORE, in consideration of the promises, representations, and warranties set forth, the Parties agree as follows:

1. As of the Effective Date, Claimant fully, finally, and forever settles, releases, and discharges the "Released Parties" (as defined below) from the "Released Claims" (as defined below), and is forever barred and enjoined from asserting any of the Released Claims in any court or forum

A. "Released Parties" shall mean NCO and each of their past, present, and future directors, officers, employees, partners, principals, agents, underwriters, insurers, co-insurers, re-insurers, shareholders, attorneys, and any related or affiliated company, including any parent, subsidiary, predecessor, or successor company, and all assigns, licensees, divisions, clients and joint ventures;

B. "Released Claims" shall mean any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, whether known or unknown, whether based on any federal law, state law, common law, territorial law, or foreign law right of action or of any other type or form (whether in contract, tort, or otherwise, including statutory, common law, property, and equitable claims), including claims arising out of, based upon, or in any way relating to the Alleged Violations, which Claimant has or may have in any capacity against the Released Parties from the beginning of time to the Effective Date;

2. In consideration of and in exchange for the contemporaneous release set forth in ¶ 1 above, NCO shall:

A. Pay Claimant a total of $2,125.00, inclusive of attorney fees and costs claimed under 15 U.S.C. Section 1692k; and

B. cease all collection efforts related to NCO account no. 5V9PQ5.

3. Claimant, his attorneys, heirs, executors and/or administrators further represent and agree that the terms and conditions of this Agreement, all facts and circumstances regarding the Lawsuit or the dispute between the Parties, and the final negotiations regarding this Agreement are strictly confidential and shall not in the future be disclosed, other than to the Parties and their counsel, and Claimant's close family members and financial advisors. This confidentiality representation and agreement also does not apply to disclosures that may be required by court order or regulatory authority or to enforce this Agreement.

4. Claimant, his heirs, executors and/or administrators represent and agree that they will not individually, or as a member of a class, commence any action or proceeding or solicit class members against NCO, or make any claim or complaint to any agency, federal, state or local regarding the subject matter of this Agreement.

5. Neither NCO, nor anyone acting on their behalf has made any representation or statement of fact or opinion to induce the execution of this Agreement by Claimant, other than as expressly set forth herein.

6. This Agreement contains the entire agreement between the Parties. The terms of this Agreement are contractual.

7. This Agreement shall be interpreted in accordance with New Jersey law.

8. The Parties will bear their own respective attorney's fees, expenses and costs in connection with the preparation of this Agreement and the Lawsuit. If any party files any litigation to enforce this Agreement, then the prevailing party to any

Feb 11 10 05:51p Dennis Obado 7322465158 p.3

enforcement action shall be entitled to reasonable attorney's fees and reimbursement of costs.

9. Claimant acknowledges that this Agreement is not an admission of wrongdoing, negligence or liability by NCO.

10. In the event that any of the provisions of this Agreement are held invalid or unenforceable, all other provisions shall continue in full force and effect.

11. This Agreement may be executed in multiple counterparts. All counterparts executed by the Parties shall be construed as one Agreement.

12. THE PARTIES: (A) HAVE READ THIS AGREEMENT CAREFULLY; (B) OBTAINED THE ADVICE OF LEGAL COUNSEL, OR HAVE VOLUNTARILY ELECTED NOT TO DO SO; AND (C) ARE FULLY INFORMED OF THE CONTENT AND MEANING OF THIS SETTLEMENT AND RELEASE. CLAIMANT IS EXECUTING THIS NEGOTIATED SETTLEMENT AND RELEASE VOLUNTARILY AND NOT UNDER DURESS OF ANY KIND.

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seal the 11 day of February 2010.

[signature]
Dennis Obado

[signature] M. H. Lyon
David Israel or Michelle H. Lyon,
Sessions, Fishman, Nathan & Israel, LLC,
Counsel for and on behalf of
NCO Financial Systems, Inc.

February 11, 2010
Date

3-1-10
Date

\\[illegible]\Obado, Dennis\[illegible].DOC

Da[illegible]

Feb 11 10 05:51p Dennis Obado 7322465158 p.4

SUPREME COURT OF NEW JERSEY
C-585 September Term 2012
071654

DREXEL UNIVERSITY,

PLAINTIFF-RESPONDENT,

V.

ON PETITION FOR CERTIFICATION

DENNIS OBADO,

DEFENDANT-PETITIONER.

FILED

MAR 13 2013

CLERK

To the Appellate Division, Superior Court:

A petition for certification of the judgment in A-002236-11 having been submitted to this Court, and the Court having considered the same;

It is ORDERED that the petition for certification is denied.

WITNESS, the Honorable Jaynee LaVecchia, Presiding Justice, at Trenton, this 11th day of March, 2013.

CLERK OF THE SUPREME COURT

The foregoing is a true copy of the original on file in my office.

CLERK OF THE SUPREME COURT OF NEW JERSEY

Drexel UNIVERSITY Financial Aid

August 6, 2007

DENNIS OBADO
1034 EDPAS RD
NEW BRUNSWICK, NJ 08901

Dear Dennis,

ID: 60120656

The Drexel University Financial Aid Office has received your Free Application for Federal Student Aid (FAFSA) application for the 2007-2008 Academic Year. To continue processing your financial aid, we need the following information from you. Please submit this documentation no later than 2 weeks from the date of the receipt of this letter, unless otherwise stated below, so we may assist you with financing your education at Drexel University.

REQUIRED DOCUMENTATION NEEDED:

* FAFSA Information is Incomplete-- Your Free Application for Federal Student Aid (FAFSA) is incomplete. When you receive your Student Aid Report please complete the missing information. Your financial aid cannot be processed until your FAFSA is complete. This can also be completed more quickly on-line at www.fafsa.ed.gov.

Until this information is provided, we cannot continue processing your financial aid. Please keep in mind information received after the due date may result in the cancellation of your financial aid. If you have any questions regarding this letter, feel free to contact the Student Resource Center at 215-895-2537.

Sincerely,

The Financial Aid Office

Application for Medical Science Programs

60120656

Please read the complete instructions carefully before starting the application. TYPE OR PRINT IN BLACK OR BLUE INK ONLY.

- Return this application form, accompanied by all required document and the non-refundable U.S. $65.00 processing fee, to the Medical Science Programs in the envelope provided.
- It is your responsibility to ensure that all requested credentials are received before the deadline date.

RECEIVED

1. Program you wish to enter: ☐ IMS ☐ MSP ☑ DPMS
2. Social Security # 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
3. Name ☑ Mr. ☐ Ms. Obado (Last) Dennis (First) O (Middle)
4. Preferred Mailing Address 1034 Edpas Road

   City/State/Zip New Brunswick, NJ 08901

   Date when Preferred Mailing Address may expire ____________

   Day Phone (732)246-5158 Evening Phone Preferred Contact number(732) will be emailed or mailed
5. Permanent Mailing Address Same as abou

   City/State/Zip ____________

   Day Phone ____________ Evening Phone ____________
6. Email Address(es) d_Obado@Yahoo.com
7. Are you a U.S. citizen or permanent resident? ☐ Yes ☐ No

   Legal Residence: City/State New Brunswick, New Jersey

   Non-U.S. Citizenship: Country ____________ Visa Type ____________

Answering questions #8 and #9 are optional and will not affect the evaluation of your application.

8. Date of Birth 06 / 15 / 1970
9. What is your gender? ☑ Male ☐ Female
10. What race or ethnicity best describes you?

    ☐ White ☑ Black or African American (non-Hispanic) ☐ American Indian ☐ Alaskan Native ☐ Native Hawaiian

    ☐ Hispanic or Latino ☐ Asian or Pacific Islander ☐ Mexican American ☐ Other, please specify ____________

Please complete the required supplementary information.

11. Are you related to any Alumni or Faculty of Drexel University?

    Check one: ☐ Yes ☑ No

    Alumni/Faculty Name ____________

    Degree, Year, College ____________

    Relationship to you ____________
12. Have you previously applied to our programs? ☑ Yes ☐ No If yes, which one(s) Not sure the year Year ____________

ny cpx

Dennis Obado

1034 Edpas Road

New Brunswick, NJ 08901

(732)246-5158

DENNIS OBADO,	:	**UNITED STATES DISTRICT COURT OF**
Defendant	:	**NEW JERSEY**
Vs.	:	New Jersey Supreme Court No. 071654
DREXEL UNIVERSITY	:	District Court Doc.no.
Plaintiff	:	
	:	**NOTICE OF REQUEST FOR REMOVAL OF NEW JERSEY SUPERME COURT APPEAL, : TO DISTRICT COURT OF NEW JERSEY**
	:	

I Dennis Obado, was the Defendant/Appellant in the above captioned matter, and for just cause, for review of Federal Questions in a re-trial, regarding the judgment secured by Plaintiff, for the following reasons: